

NO. 9294 EQUITY.

Reuben B. Brown, agent, in a mortgage
from James Wesley Linton and Oma H. Lin-
ton, his wife, to the Smithburg Bank, of
Washington County.

No. 9294 Equity.
In the Circuit Court
for Frederick County,
In Equity.

On

Petition.

To the Honorable the Judges of said Court.

The petition of Reuben B. Brown, Agent, named in a mortgage from James Wesley Linton and Oma H. Linton, his wife, to The Smithburg Bank of Washington County, respectfully shows unto Your Honors--

1st. That on the 5th day of April 1913, James Wesley Linton and Oma H. Linton, his wife executed their deed of mortgage to The Smithburg Bank of Washington County, Maryland, to secure a loan of Two Hundred (\$200.00) Dollars, by which deed of mortgage which is recorded in liber H. W. B. No. 303, folio 525, &c., one of the land records of Frederick County, they conveyed all that piece or parcel of ground with the improvements thereon, lying and being in Catocxin District Frederick County Maryland, being parts of tracts called, "The Six Daughters" and "Strong Garden" containing 1375 acres of land more or less, being the same tract of land or parcels which was conveyex to the said Wesley Linton by Martin L. Freshour, Executor, by deed bearing date March 2 1913, and recorded immediately preceeding this mortgage, in one of the land records of Frederick County Maryland, and to which said deed of Mortgage there was a consideration that if the said mortgagors should pay the mortgage debt at the maturity of the promissory note, which evidenced the said indebtedness, together with the interest thereon at six per cent, then the same should be void. And it was further agreed that if default should be made in the payment of the said mortgage debt, or the interest thereon, when due and payable, or any covenants or conditions of the mortgage, then it should be lawful for Reuben B. Brown as agent of the said "The Smithburg Bank of Washington County" at any time after such default, to sell the property conveyed by said mortgage, after giving at least 20 days notice of the time, place, manner and terms of sale in some newspaper published in Washington County, Maryland, on such terms as the party making a sale might determine, and out of the proceeds of such sale to pay all expenses, counsel fee and the usual equity commissions for selling, then to pay the mortgage debt, principal and interest, and the residue, (if any there be) to the said mortgagors or to whomever might be entitled to the same.

2nd. That default has been made, in that the mortgagors have not paid the said mortgage debt nor the interest thereon although the same is long overdue and unpaid and demand for frequent has been made, and that he the said petitioner has been requested to sell said real estate under the powers and terms of said mortgage by the said mortgagee. And as in duty etc.

Harvey R. Spessard,

Attorney for Petitioner.

EXHIBIT NO. 2.

This mortgage made this fifth day of April A. D. 1913, by us James Westly Linton and Oma H. Linton his wife, of Frederick County Maryland, Witnesseth--That in consideration of the sum of (\$200) Two Hundred Dollars with interest thereon from date hereof, now owing to the Smithburg Bank of Washington County, which said indebtedness is evidenced by our promissory note, payable to the said ^{The} Smithburg Bank of Washington County, six months after date, for the sum of (200) Two Hundred Dollars, with interest thereon at the annual rate of 6 per cent, the same to be paid semi-annually, and dated the Fifth